that in order to give the word "draft" any meaning at all it must be held to include instruments payable at a future date. See WORDS AND PHRASES, p. 2195; *Hinneman* v. *Rosenbach,* 39 N. Y. S. 98. In the principal case the court decided that a post-dated check was not within the statute because they regarded the statute as being in essence directed against false pretenses, and that a post-dated check merely implied a promise to have sufficient funds in the future. Accord, *State* v. *Ferris,* 171 Ind. 562. But the same court has applied the same reasoning to a check which was not post-dated. *Maxey* v. *State,* 85 Ark. 499; *State* v. *Foxton,* 166 Ia. 181, Ann. Cas. 1916E, 727, *contra;* and if the Arkansas court applies the doctrine of the *Maxey* case, *supra,* to situations arising under the statute, it is difficult to see just what cases the statute will be held to cover.

DAMAGES—BREACH OF CONTRACT WHERE THERE IS NO MARKET FOR THE ARTICLE.—A contracted to deliver to B certain shavings for a specified period at a certain price. There was no established market for such shavings, but B resold some of them to an established customer. After a misunderstanding A repudiated his contract, stopped delivering to B, and thereafter sold the shavings to third parties. In a suit by B for breach of contract, it was *held* that the measure of damages should be based on the difference between the price B paid A and the price B received from his established customer, and not on the basis of the price A received in his new sales after repudiation. *Kennon* v. *Brooks-Scanlon Co.* (La., 1920), 86 So. 675.

The general rule in cases where the article contracted for has no market value is that where the seller contracts to furnish such goods and the buyer resells the goods furnished him, the measure of damages is the difference between the price the buyer was to pay the seller and the price he was to receive in his resales. *France* v. *Gaudet,* L. R., Q. B. 199; *Trigg* v. *Clay,* 88 Va. 330, 13 S. E. 434. The principal case sanctions this rule, but adds a new point. It says that even though the vendor, after wrongfully breaking his contract, by new sales to third parties establishes a market for the article sold, the measure of damages shall still remain the same. It holds that the disappointed vendee should not have the benefit of the vendor's new sales. Although it may seem that such a doctrine allows the vendor to profit by his wrongful breach of contract, on a strict analysis of the true theory of damages the rule seems reasonable and just. Damages should compensate for injuries suffered, and their amount should be established with reasonable certainty. *Brown* v. *Producers' Oil Co.,* 134 La. 672, 64 So. 674. There is no certainty that the vendee could have established the market the vendor succeeded in establishing by his new sales. The vendor's superior salesmanship or facilities may have gotten for him the higher price. What is certain, though, is that the vendee could get the price he did get from his established customer, and this should be the basis of the measure of damages.

DAMAGES—FLUCTUATING EXCHANGE.—A collision occurred between two British vessels in New York harbor, and suit therefor was brought in that